

Jay C. Stephenson

Jay C. Stephenson
Clerk of Superior Court Cobb Cty. Ga.

After recording, please return to:
G. Lanier Coulter, Jr.
Dorough & Dorough, LLC
Two Decatur TownCenter, Suite 520
125 Clairemont Avenue
Decatur, Georgia 30030

CROSS REFERENCE: Deed Book: 13813
Page: 1500

**FIRST AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR CHATTAHOOCHEE BLUFFS
AND BYLAWS OF CHATTAHOOCHEE BLUFFS COMMUNITY ASSOCIATION, INC.**

THIS FIRST AMENDMENT (hereinafter referred to as "First Amendment") is made this
13th day of December, 2005 by **CHATTAHOOCHEE BLUFFS COMMUNITY
ASSOCIATION, INC.**, a Georgia nonprofit corporation (hereinafter referred to as "Association").

WITNESSETH

WHEREAS, Akers Mill (U.S.) Limited Partnership, LLLP, a Georgia limited liability limited partnership, as ("Declarant"), executed that certain Declaration of Protective Covenants, Conditions, Restrictions and Easements for Chattahoochee Bluffs which was recorded on August 7, 2003 in Deed Book 13813, Page 1500, *et seq.*, Cobb County, Georgia land records (hereinafter as supplemented and/or amended from time to time, the "Declaration") together with the Bylaws of the Chattahoochee Bluffs Community Association, Inc. attached thereto as Exhibit "C" thereof (hereinafter referred to as the "Bylaws"); and

WHEREAS, the Association is a nonprofit corporation incorporated under the Georgia Nonprofit Corporation Code to be the Association named in the Declaration to have the power and authority set forth therein; and

WHEREAS, pursuant to Article 12, Section 12.6 of the Declaration, the Declaration may be amended upon the affirmative vote or written consent of Owners of at least two-thirds (2/3) of the Units and the consent of Declarant; and

WHEREAS, pursuant to Article 6, Section 6.4 of the Bylaws, the Bylaws may be amended upon the affirmative vote of at least two-thirds (2/3) of the Total Association Vote and the consent of Declarant; and

WHEREAS, the Association and the Owners desire to amend the Declaration and Bylaws as set forth herein; and

WHEREAS, attached hereto as Exhibit "A" and incorporated herein by reference is the sworn statement of the Secretary of the Association, which sworn statement states unequivocally that the consent of Owners of at least two-thirds (2/3) of the Units was lawfully obtained and that any notices required by the Declaration, the Bylaws, the Articles of Incorporation of the Association and Georgia law were given; and

WHEREAS, the Declarant has consented to the foregoing First Amendment, as evidenced by the signature attached hereto and by this reference incorporated herein; and

NOW THEREFORE, the undersigned hereby adopt this First Amendment to the Declaration of Protective Covenants, Conditions, Restrictions and Easements for Chattahoochee Bluffs and Bylaws of Chattahoochee Bluffs Community Association, Inc., hereby declaring that all the property now or hereafter subject to the Declaration and the Bylaws of the Association shall be held, conveyed, encumbered, used, occupied and improved subject of the Declaration and the Bylaws, amended as follows:

1.

The Declaration is hereby amended by deleting Article 4, Section 4.12 of the Declaration, entitled "Initiation Fee", in its entirety and replacing it with a new Section 4.12 under Article 4 to read as follows:

4.12 Initiation Fee. Upon every sale of a Unit to an Owner, an initiation fee in the amount of one-fourth (1/4) of the total general assessment for the Unit for such year shall be collected from the purchaser at the closing of such transaction and paid to the Association. The initiation fee shall constitute a specific assessment against the Unit, shall be in addition to, not in lieu of, the annual general assessment and shall not be considered an advance payment of such assessment. The initiation fee may be used by the Association for any purpose, including, without limitation, for the payment of operating expenses of the Association and other expenses incurred by the Association pursuant to the provisions of this Declaration. This provision shall not apply to any first Mortgagee taking title through foreclosure proceedings.

2.

The Declaration is hereby amended by deleting Article 5, Section 5.4 of the Declaration, entitled "Unit Maintenance", in its entirety and replacing it with a new Section 5.4 under Article 5 to read as follows:

5.4 Unit Maintenance. As provided in Section 5.1 above, the Association shall maintain and keep in good repair the exterior portions of all Units of the Community. Maintenance by the Association of exterior portions of Units shall include the following: (a) exterior surfaces of garage doors; (b) all roofs, downspouts and gutters; (c) all exterior building surfaces with the exception of hardware and glass; provided, however, the Association shall not be responsible for waterproofing foundations either above or below grade; (d) all driveways and walkways serving a Unit; and (e) exterior deck surfaces; provided, however, the Association's maintenance obligation for exterior deck surfaces shall be limited to the application of stain and/or sealant to said decks. The Association shall not be responsible for maintaining and keeping in good repair the following: (i) steps, patios (whether enclosed or not) and patio surfaces and landscaping within the patios, planters and courtyards, if any, of the Units; (ii) all structural components of a deck (whether enclosed or not), including, without limitation, all maintenance, repair and replacement of deck materials and surfaces except as expressly provided above; (iii) HVAC or similar equipment located outside the Units; (iv) all doors, including screen and storm doors, hinges, frames and door frames and hardware which are part of the entry system; (v) hose bibs contained in exterior walls of a Unit; (vi) lighting fixtures pertaining to a particular Unit and being located outside an entryway or in a garage; (vii) window screens, window frames and glass; (viii) foundations and footings, including waterproofing; and (ix) pipes which serve only one (1) Unit whether located within or outside of the Unit's boundaries. The Board of Directors may promulgate rules setting forth the extent of maintenance to be performed by the Association and may assume responsibility for providing additional maintenance as long as Units have equal rights to maintenance. The Board of Directors may authorize the officers of the Association to enter into contracts with any Person or Persons to perform maintenance hereunder on behalf of the Association.

3.

The Bylaws are hereby amended by deleting Article 3, Section 3.5 of the Bylaws, entitled "Election and Term of Office", in its entirety and replacing it with a new Section 3.5 under Article 3 to read as follows:

3.5 Election and Term of Office. The Board of Directors of the Association shall be elected by the membership and hold office as follows:

At the first annual meeting after the adoption of this amendment to the Bylaws by the members, the members shall elect five (5) directors as follows: the initial term of two (2) directors shall be fixed at two (2) years, and thereafter successors shall be elected to a term of two (2) years; the initial term of three (3) directors shall be fixed at one (1) year, and thereafter successors shall be elected to a term of two (2) years. The intent of the foregoing is to establish staggered terms for the Board of Directors at the first annual meeting after the adoption of this

amendment. At annual meetings thereafter (or pursuant to Section 2.12 or Section 2.13 in lieu of a meeting), directors shall be elected as necessary to fill vacant seats on the Board. The members of the Board of Directors shall continue in office until their respective successors shall have been elected and take office. All eligible members of the Association may vote on the directors to be elected, and the candidates receiving the most votes shall be elected.

4.

Unless otherwise defined herein, the words used in this First Amendment shall have the same meaning as set forth in the Declaration and Bylaws.

5.

This First Amendment shall be effective only upon being recorded in the records of the Clerk of Superior Court of Cobb County, Georgia.

6.

Except as herein modified, the Declaration and Bylaws shall remain in full force and effect.

[SIGNATURES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Association has caused this First Amendment to be executed under seal the day and year first above written.

ASSOCIATION: CHATTAHOOCHEE BLUFFS COMMUNITY ASSOCIATION, INC., INC., a Georgia nonprofit corporation

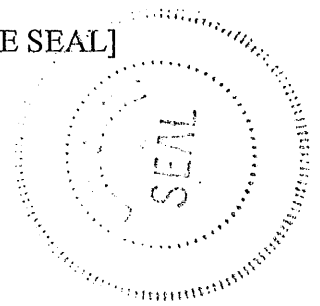
By: Karl Fronzde
Name: Karl Fronzde
Title: President

[AFFIX CORPORATE SEAL]

Signed, sealed and delivered in the presence of

Wesley A Vardg
Witness

J. Honey Shepard
Notary Public



[AFFIX NOTARY SEAL]

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[SIGNATURES CONTINUED ON FOLLOWING PAGE]

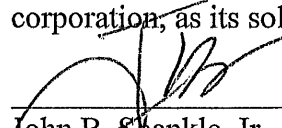


IN WITNESS WHEREOF, the Declarant herein hereby consents to this First Amendment under seal this 16th day of December, 2005.

DECLARANT:

AKERS MILL (U.S.) LIMITED PARTNERSHIP, LLLP, a Georgia limited liability limited partnership

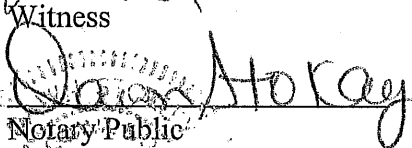
By: Ashton Woods Georgia, Inc., a Georgia corporation, as its sole general partners

By: 
Name: John B. Shankle, Jr., Controller, Atlanta Division

[AFFIX CORPORATE SEAL]

Signed, sealed and delivered in the presence of

Witness


Notary Public

[AFFIX NOTARY SEAL]

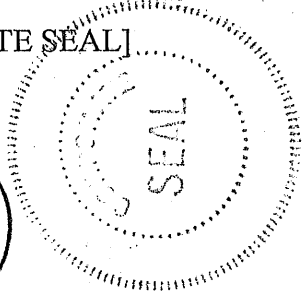
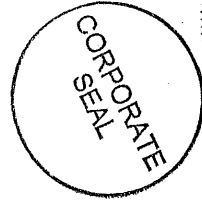


EXHIBIT "A"

Sworn Statement of Secretary Of
Chattahoochee Bluffs Community Association, Inc.

STATE OF GEORGIA

COUNTY OF COBB

Re: Chattahoochee Bluffs Community Association, Inc.

Personally appeared before me, the undersigned deponent who, being duly sworn, deposed and said on oath that:

1. Deponent is the Secretary of Chattahoochee Bluffs Community Association, Inc.
2. Deponent is duly qualified and authorized to make this Affidavit and knows the facts contained herein of his/her own personal knowledge.
3. The foregoing First Amendment to the Declaration of Protective Covenants, Conditions, Restrictions and Easements for Chattahoochee Bluffs and Bylaws of the Chattahoochee Bluffs Community Association, Inc., was properly approved by the affirmative vote or written consent of Owners of at least two-thirds of the Units as provided by law and the Declaration of Protective Covenants, Conditions, Restrictions and Easements for Chattahoochee Bluffs.
4. The foregoing First Amendment to the Declaration of Protective Covenants, Conditions, Restrictions and Easements for Chattahoochee Bluffs and Bylaws of the Chattahoochee Bluffs Community Association, Inc., was properly approved by the affirmative vote of at least two-thirds (2/3) of the Total Association Vote as provided by law and the Bylaws of Chattahoochee Bluffs Community Association, Inc.
5. Deponent makes this Affidavit pursuant to Official Code of Georgia Annotated Section 44-2-20 and Section 12.6 of the Declaration.

This the 15th day of December, 2005.

By: Amy Hayden
 Name: Amy Hayden
 Title: Secretary

Sworn to and subscribed before me, this 15th day of December, 2005

J. J. Shepard

Notary Public

[AFFIX NOTARY SEAL]